

THE CRAFTHUB CIC - SC450163
PIER WORKSHOP – ROUSAY – KW17 2PU
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01856 821359



7 September 2020

Dear Eddie

Thank you for getting in touch again on behalf of REWDT directors.

Correspondence between REWDT and The Crafterhub cic regarding The Pier premises has taken place over a period of almost a year.

During this period and without community consultation we have had notices to quit on two different dates, several offers of a lease on the Old Shop that we agreed to in principle but have never seen and offers to extend the existing lease should the Old Shop not be ready

These decisions were made without community consultation and concerns brought to the attention of REWDT by The Crafterhub cic and the community regarding these decisions have not been adequately considered or discussed.

The offers now appear to have been taken off the table without any consultation or agreement.

1. We The Crafterhub cic in 'good faith' believed that REWDT would honour their offer of a lease at The Old shop following a joint meeting of the REWDT sub-group for The Pier premises and one Crafterhub representative, on 25th January 2020.

2. **The REWDT offer was accepted in principle** by The Crafterhub cic in a letter dated 31st January 2020 with a request to consider some essential items that were deemed necessary to continue operations in a greatly reduced premises and for a period of two years, in particular a sink and adequate storage.

(the offer of a lease in the Old Shop was reiterated in REWDT correspondence 7th February, 9th March, 20th March and 27th March)

3. An extension of the existing lease should the Old Shop not be ready was also offered (REWDT correspondence 7th February & 9th March)

4. On 9th March we were given an ultimatum to agree to an unseen non-negotiable lease by 5pm on 11th March or a notice to quit would be issued.

5. We emailed REWDT on 10th March to say we were seeking legal advice and would not be able to respond within the 48 hour deadline.

We do not believe that there is a solicitor in the land that would advise a client to agree to a non-negotiable lease without seeing it.

6. COVID-19 - On 17th March on government directives we realised that The Crafterhub would have to close under lockdown restrictions for non-essential retail and cafes and wrote to REWDT explaining that we would be closing had applied for the Small Business Grant but until we knew whether we were eligible or the grant was received we asked for temporary assistance from REWDT. On the 20th March under government direction on Covid-19 we closed temporarily believing at this point it would only be for a few weeks.

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7. REWDT responded in a letter dated 20th March by asking us to vacate the premises by 31st March 2020 in a period of National Lockdown this letter reiterated the offer of the lease in the Old Shop should we wish to relocate. See Item 1 and note we had still not been given a lease to accept.

8. We wrote on 20th March to ask REWDT are you serious? (referring to the request to vacate under national lockdown)

9. REWDT wrote on 27th March to say that all goods could remain at The Pier premises until it was considered safe to remove them. This letter also reiterated the offer of a lease in The Old Shop –still no lease provided to agree to.

10. REWDT subsequently changed the locks at the Pier without warning on 3rd April at the beginning of lockdown

We believe these actions are a direct contravention of Article 8 of the REWDT articles of association

The Trust shall take reasonable steps to ascertain whether any project or grant funded activity is likely to have a significant and adverse affect on the activities of a commercial business in Rousay, Egilsay or Wyre. Should a potentially adverse effect be identified, feedback will be sought from the affected commercial business(es) as to what impact the progression of the project will have on their business activities.

If the feedback states that there will not be an adverse impact to the business' activities, the project will proceed according to Trust direction. If the feedback states that there will be an adverse impact, The Trust acting reasonably, will determine whether to proceed with the project.

Considering the feedback received where an adverse impact has been identified by a business, in the event that the identified need for the project creates significant benefits within the community. The Trust shall seek a full community mandate to proceed.

Members shall be encouraged to bring any concerns to the attention of the Trust, but ultimately, the Trust acting reasonably, reserves the right to be the sole judge of whether any action is necessary

11. The actions taken to date and decisions that have been made by REWDT took place without ***without community consultation or community mandate*** and we are unable to locate any ***minuted records*** of the decision-making process of how REWDT directors came to these decisions, There does not appear to be a record of communications from The Crafhub ever being received or discussed by the appropriate board members prior to decisions being made. There does not appear to be any record of conflict of interest declared and who was included/excluded in discussions and voting rights

12. In recent emails sent by yourself on behalf of REWDT it is intimated that REWDT do not wish to take any further action at The Pier premises before they have ***fully consulted with the community.***

13. We believe these consultations must now also consider the position of The Crafhub cic and its future within the community premises.

14. We have had significant and ongoing support from large numbers of our community including the results of a REWDT community mandate in February 2019 which evidenced overwhelming support to provide a permanent home for The Crafhub at the Pier premises.

More recently a petition delivered to REWDT on 6th March signed by a significant number and fair representation of our community stating

'We demand that REWDT stop any actions that will have an adverse impact on The Crafhub and the island as a whole until further community consultation has taken place.'

A community run social enterprise – providing a retail outlet for locally produced hand-made arts and crafts from Rousay, Egilsay & Wyre

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15. Given

- that there is no clarity on the decision making process adopted by REWDT or the basis on which decisions have already been made
- that those decisions were made without community consultation despite this being asked for.
- that REWDT have not provided The Crafterhub with a new lease for the Old Shop to agree to
- that concerns from The Crafterhub and the community have not been adequately addressed
- that no project plan or financial appraisal for the premises has been put forward
- that REWDT now wish to consult fully with the whole community before any further action is taken `

We do not think it is appropriate for REWDT to ask The Crafterhub to vacate the property.

16. It is worth noting that REWDT have made no attempt to speak to The Crafterhub directly and the only information we have that relates to the 30th September mentioned in your email is via the Review received this morning. I attach a copy so you can see.

We believe that there has been considerable confusion over the way the Pier Project has been handled to date and the intention of REWDT for the future of the Pier premises is yet to be made clear.

We believe the only way to resolve the outstanding issues and develop a way forward is to have open and honest discussion between all parties preferably at an open meeting where all parties that wish to be represented. We would be very happy to participate in this and help to move things forward for everyone's benefit.

We understand that this is really difficult at the present time but should not be used as an excuse not to do the right thing.

We do not propose to take any further action ourselves until Community Consultation has taken place. In the meantime we understand that anyone wishing to collect items may request this via REWDT.

Kind Regards

Christina Cox on behalf of

The Crafterhub Community Interest Company